State of Idaho

Send invoices to the address listed below or as indicated in the comments or instructions field Boise, ID 83720-0075



State of Idaho

THIS NUMBER MUST APPEAR ON ALL DOCUMENTS

Participating Addendum PADD1014 - 02

Participating Addendum Contract Extension

DELIVER State of Idaho Various Agencies
TO: Various State Agencies located throughout Idaho

Various, ID 83701

Date: Fri Aug 24, 2007 F.O.B: Destination

Terms:

VENDOR:

HEWLETT PACKARD COMPANY

2055 SH 249

HOUSTON, TX 77070

Attn: PUBLIC SECTOR CONTRACT MANAGER

Emailed To: joe.perugini@hp.com

Phone: 281 927-3808 Fax: 281 927-8883

Account Number: P00000058592

Start of Service Sat Sep 01, 2007

Date

Mon Aug 31, 2009

End of Service Date:

> RFQ#: RFQ04329 DOC#: PREQ8689

File(s) Attached:

HPResellerLists.xls

Buyer: MARK LITTLE 208-332-1611

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		3500000.00
	Total:			3500000.00
Blanket Comments:	CONTRACT FOR COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS & CONTRACT PADD1014 EXTENSION This contract extension and the provisions hereof are hereby made part of contract number PADD1014 for COMPUTER EQUIPMENT, SOFTWARE, PESERVICES for VARIOUS STATE AGENCIES dated OCTOBER 13, 2004 betwee COMPANY as "Contractor" and the State of Idaho as "State." Contractor and follows: All of the terms and conditions contained in the Contract shall remain in full expressly modified herein. The effective date of this extension is SEPTEMBER 0. AUGUST 31, 2009. The same terms, conditions and prices prevail for this contract amount listed in the Contract extension pricing is an estimate and The actual dollar amount of the contract may be more or less depending or requirements, or tasks given to the Contractor by the State or may be depeterms of the Contract. SIGNED AND DATED ACCEPTANCE LETTER FROM HEWLETT PACKARD THE DIVISION OF PURCHASING.	that certa RIPHERAI reen HEW and State h all force ar BER 01, 20 1, 2007 ar contract ex and cannot in the actu	in Status RI & RI	e of Idaho ELATED ACKARD agree as ct, except as ring n period. aranteed. ers, specific

Item No	Description	Quantity UOM	Unit Price	EXTENSION		
001	Computer Equipment, Software, Peripherals and Related Services. (204-83) (nt)	1 LOT	3500000.00	3500000.00		
General		1 LOT Related S greement / nts and el 7-2327. Th r purchas mmencing tware & Pe	association of the contract Award	uant to contract is al f Purchasing ainst this 1, 2004 and		
	THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOU SIGNED BID, QUOTATION, OR OFFER (including any electronic bid submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL. In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giprecedence in the following order:					
	1. This Statewide Blanket Purchase Order document. 2. The state of Minnesota's original solicitation document. 3. The Contractor's signed bid, quotation, or offer.					
	INVOICES MUST BE SENT TO THE IDAHO ORDERING AGENCY.					

Instructions:	
Freight / Handling Included in Price	By: MARK LITTLE

State of Idaho ****

Send invoices to the address listed below or as indicated in the comments or instructions field Boise, ID 83720-0075



State of Idaho

THIS NUMBER MUST APPEAR ON ALL DOCUMENTS

Participating

Addendum

PADD1014

Participating Addendum

State of Idaho Various Agencies

Various State Agencies DELIVER located throughout Idaho TO: ****

Various, ID 83701

Date: Fri Dec 31, 2004

F.O.B: Destination

Terms:

HEWLETT PACKARD COMPANY

2055 SH 249

HOUSTON, TX 77070

Attn: PUBLIC SECTOR CONTRACT

VENDOR: MANAGER

Vendor Nbr:

Emailed To: Todd.Reed@hp.com

Phone: 281 927-3808 Fax: 281 927-8883

Account Number: P00000058592

Contract From Wed Sep 01, 2004

Contract To Fri Aug 31, 2007

Date:

RFO#: RFQ04 DOC#: PREO8689

Buyer: MARK LITTLE 208 327 7359

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		1.00
	Total:		1.00	
Blanket Comments:	the benefit of State of Idaho Agencies institutions, and denartments			

against this Master Contract on an as needed basis for a period of three years commencing September 1, 2004 and ending August 31, 2007.

Contract Title:.....Hewlett Packard Company ("HP")

Contract Usage Type:.....Optional Use

Public Agency Clause:Yes

Contract Administration:....Mark Little

---Phone Number:.....208-327-7465

---E-Mail:.....mlittle@adm.state.id.us

Contractor's Primary Contact

---Attn:....Todd Reed

---Address:.....2055 SH 249

---City, State, Zip:.....Houston, TX 77070

Phone Number:.....281/ 927-3808

Fax Number:.....281/ 927-8883

E-Mail:.....Todd.Reed@hp.com

Assigned Re:Rick Tasker

Phone Number:......888/ 202-4682 Ext. 70103

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	Computer Equipment, Software, Peripherals and Related Services. (204-83) (nt)	1 LT	1.00	1.00
General Comments:	QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.			

	Order Placement Address:		
	Company Name: Hewlett Packard Co	mpany	
	Address:10810 Farnam Drive		
	City, State, Zip:Omaha, NE 68154		
	Ordering Fax800/ 825-2329		
	Payment Address:		
	Company Name: Hewlett Packard Co	mpany	
	Address: P.O. Box 277205		
	City, State, Zip: Atlanta, GA 30384-7	7205	
	THIS CONTRACT, (including any files attache	d), CONSTITUTES	
	THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED BID,		
	QUOTATION, OR OFFER (including any electronic bid submission),		
	WHICH SUBMISSION IS INCORPORATED HEREIN BY		
	REFERENCE AS THOUGH SET FORTH IN F	ULL.	
	In the event of any inconsistency, unless other	wise provided herein,	
	such inconsistency shall be resolved by giving precedence in the		
	following order:		
	This Statewide Blanket Purchase Order document.		
	2. The state of Minnesota's original solicitation document.		
	3. The Contractor's signed bid, quotation, or of	fer.	
	INVOICES MUST BE SENT TO THE IDAHO	ORDERING AGENCY.	
Instructio			
Freight / I	Handling Included in Price		
		Bv: MARK LITTLE	

PARTICIPATING ADDENDUM 1014 State of Idaho Contract Number PADD ****

WESTERN STATES CONTRACTING ALLIANCE Hewlett Packard MASTER PRICE AGREEMENT Minnesota Price Agreement Number A63309

- 1. Scope: All state governmental entities within the State of Idaho and public agencies (as defined by Idaho Code, Section 67-2327) are authorized to purchase products and services under the terms and conditions of the Minnesota price agreement. These public agencies include any city or political subdivision of the State of Idaho, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities, or any political subdivision created under the laws of the State of Idaho; and public schools and institutions of higher education. It will be the responsibility of the public agency to independently contract (i.e., issue purchase orders) with the contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.
- 2. Applicable Approved Purchasing Agreement: The following provisions supplement and/or add to the Master Price Agreement.

Parties to this Participating Addendum

The parties to this Participating Addendum (PA) are Hewlett Packard (Contractor) and the State of Idaho by and through its statutory agent, the Division of Purchasing within the Department of Administration (State) on behalf of the entities identified in the paragraph titled "Scope" of this Participating Addendum (procuring agencies).

Idaho Administration Reporting and Fees:

The contractor agrees to provide quarterly price agreement utilization reports to the Idaho administrator in accordance with the following schedule:

Period End	Report Due
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

The contractor will submit quarterly reports to the Idaho Administrator. These reports shall include the gross Idaho sales, less returns, cancellations, and replacements for the quarterly period subtotaled by procuring agency name within procuring agency state name. The report shall be accompanied with a check payable to the Treasurer, State of Idaho for an amount equal to 1.25% of the gross Idaho sales (less returns and credits) for the quarterly period. The State understands and agrees that Contractor will raise the negotiated Minnesota Price Agreement prices by this amount. This report will be provided 30 calendar days from the close of the calendar quarter.

Applicable Law:

Notwithstanding Paragraph 5 (Order of Precedence) of Minnesota Price Agreement No. A63309, Paragraph 32 (Governing Law) of Minnesota Price Agreement No. A63309 is supplemented with the following, which shall apply to this PA.

The State of Idaho's PA and all purchase orders issued thereunder by procuring agencies shall be construed in accordance with, and governed by the laws of the State of Idaho. Except to the extent the provisions of the PA are clearly inconsistent therewith, the PA shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC). To the extent this PA entails delivery or

Braft_Hewlett Packard_Participating_Addendum.doc (PADD XXX)

performance of services, such services shall be deemed "goods" within the meaning of the IUCC, except where deeming such services as "goods" would result in a clearly unreasonable interpretation. Any action to enforce the provisions of this PA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PA is held to be invalid or unenforceable by a court, the remaining terms of this PA will remain in force.

- Lease Agreements: A lease agreement has not been approved for use for procuring agencies within the State of Idaho.
- This PA is not for major, large hardware or hardware and software offerings. Individual 4. units/configurations cannot exceed \$50,000.00 each. This is not a restriction on how many units/configurations that can be purchased, but on the value of each individual unit/configuration. This PA includes Bands 1 File/Print Servers, Mid-Range Servers, Band 2 Desktops, Laptops, Band 3 Printers, Band 4 Storage Solutions, and Band 5 PDA's per the Minnesota Price Agreement. It does not include LAN equipment and related software nor does it include photocopiers, facsimile machines or multifunctional equipment designed to include any combination of copying, printing, scanning, or faxing that is functionally equivalent to equipment available to State Agencies through the State of Idaho's existing Statewide Photocopier and/or Facsimile Contracts unless such equipment costs less than \$900.00, or is inkjet-based, or color capable. Requests for exceptions must be sent to the Division of Purchasing in writing by the requesting agency.
- Primary Contact: The primary contact and administrator of this agreement for the State of Idaho is as follows:

Mark Little, IT Purchasing Officer Division of Purchasing 5569 Kendall Street (Zip 83706-1231) P O Box 83720 Boise, ID 83720-0075 Ph: 208-327-7359

Price Agreement Number: All purchase orders issued by procuring agencies within the jurisdiction of this participating addendum shall include the following price agreement numbers:

> A63309 (Minnesota) PADD XXX (Idaho) 1014

This PA and Minnesota Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this PA and the Minnesota Price Agreement, together with its exhibits, shall not be added to or incorporated into this PA or the Minnesota Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this PA and the Minnesota Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS HEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Idaho	Contractor: _Hewlett Packard			
Division of Purchasing	MA			
By: Wash Surf	Ву:			
1 11 .	1 TTORON			
Namé: Mark A. Little	Name: / / Lodd RCG			
Title: I.T. Purchasing Officer	Title: Contract Mar			
, , ,				
Date: 10/z 8/04	Date:			
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